

# PAYMENT ESTIMATE - CONTRACT PERFORMANCE For use of this form, see ER 37 -2 -10 and ER 37 -345 -10

1. INVOICE RECEIVED DATE 13 Mar 2007

Sheet 1 of 3

PAYMENT DUE DATE 12 Apr 2007

2. CONTRACTOR AND ADDRESS Severson Environmental Services Inc.  
2749 Lockport Road Niagara Falls, NY 14305

3. CONTRACT NO. W912DQ-04-D-0023 0007

4. DISTRICT  
New York District

5. DESCRIPTION OF WORK

Cornell-Dubilier Electronics OU-2 Demo

6. APPROPRIATION AND PROJECT

68-20-X-8145-0000

7. REQUIRED COMPLETION DATE

31 Aug 2008

8. LOCATION

333 Hamilton Boulevard, SP, NJ 07080

9. PERIOD COVERED BY THIS ESTIMATE  
FROM 09 Feb 2007 THRU 09 Mar 2007

10. JOB ORDER NO.

11. ESTIMATE NO.

TOTAL TO DATE

ITEM NO.  
a

DESCRIPTION

QUANTITY AND UNIT  
c

UNIT PRICE  
d

AMOUNT  
e

QUANTITY AND UNIT  
f

AMOUNT  
g

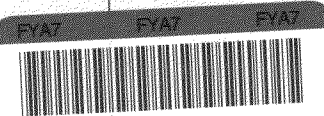
CONTRACT AMOUNT (contract line items - see attached sheets)

AUDITED BY 3150774

IFMS INPUT CI4UBM

CERTIFIED BY PATRICK R. NEJAND

AUTHORIZED CERTIFYING OFFICER



A700040005 2

INCLUDES MODIFICATIONS  
THRU

19 % EARNINGS TO DATE

19 % LESS STORED MATERIAL

DATE CERTIFIED

TOTAL CONTRACT

\$2,025,983.44

TO DATE

\$384,512.35

REMARKS

CDE OU2 Demolition (Cluster 4,7 &11).  
EPA DIRECT FUND SITE. USACE CEFMS USED FOR TRACKING PURPOSES ONLY.

DW96942098

SIF

12. PRESENTED FOR PAYMENT

PAYEE

PER

SEVENSON ENVIRONMENTAL SERV

DATE 13 MAR 2007

TITLE PROJ MGR.

13. APPROVED AMOUNT

I certify that I have checked the quantities covered by this bill or estimate; that the work was actually performed; that the quantities are correct and consistent with all previous computations as actually checked; that the quantities and amounts are wholly consistent with the requirements of the contract or other instrument involved.

SIGNATURE Patrick Nejand  
Contracting Officer's Representative

DATE 13 March 07

CONTRACTING OFFICER APPROVAL (Signature)

Neal F. Kolb  
Administrative Contracting Officer

DATE 13 March 2007

14. A. PREVIOUS RETAINED PERCENTAGE

\$0.00

B. PREVIOUS OTHER DEDUCTIONS

\$0.00

C. PREVIOUS LIQUIDATED DAMAGES

\$0.00

D. PREVIOUS PAYMENTS

\$0.00

E. PREVIOUS EARNINGS (A + B + C + D)

\$0.00

F. EARNINGS THIS PERIOD (TOTAL EARNINGS TO DATE MINUS E)

\$384,512.35

G. LESS RETAINED PERCENTAGE

\$0.00

H. LESS OTHER DEDUCTIONS

\$0.00

I. TOTAL DEDUCTIONS THIS PERIOD (G + H)

\$0.00

J. RETAINAGE REFUND

\$0.00

K. OTHER REFUNDS

\$0.00

L. TOTAL REFUNDS THIS PERIOD (J + K)

\$0.00

M. LIQUIDATED DAMAGES THIS PERIOD

\$0.00

N. AMOUNT DUE CONTRACTOR (F - I + L - M)

\$384,512.35

15. TOTALS TO DATE - ALL INVOICES

RETAINED PERCENTAGE (A + G - J)

\$0.00 LIQ. DAMAGES (C + M)

\$0.00

OTHER DEDUCTIONS (B + H - K)

\$0.00 PAID TO DATE (D + N)

\$384,512.35

PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation)  
PAYMENT ESTIMATE CLIN DETAILS

2. CONTRACT NO.

W912DQ-04-D-0023 0007

Sheet 2 of 3

3. CONTRACTOR AND ADDRESS Severson Environmental Services Inc.  
2749 Lockport Road Niagara Falls, NY 14305

4. PERIOD COVERED BY THIS ESTIMATE

FROM 09 Feb 2007 THRU 09 Mar 2007

2749 Lockport Road Niagara Falls, NY 14305			FROM 09-1-00			TOTAL TO DATE	
ITEM NO. a	MOD. NO. b	DESCRIPTION CONTRACT LINE ITEMS c	CONTRACT			QUANTITY AND UNIT g	AMOUNT h
			QUANTITY AND UNIT d	UNIT PRICE e	AMOUNT f		
			Ex. 4 - CBI				\$0.00
00001A		S-0001 Removal & Relocation or Disposal o					\$0.00
00002A		S-002 Removal & Disposal of Underground S					\$0.00
00003A		S-003 Removal & Disposal of Hazardous Woo					\$0.00
00004A		S-004 Demolition, Handling/Stockpiling, Sa					\$0.00
00005A		S-005 Demolition, Handling/Stockpiling, Sam					\$0.00
00006A		S-006 Excavation, Handling, Stockpiling, Sam					\$0.00
00007A		S-007 Excavation, Handling/Stockpiling, Sam					\$0.00
00008A		S-008 Excavation, Handling, Sampling&Off-Si					\$0.00
00009A		S-009 Excavtion, Handling, Sampling&Off-Sit					\$42,000.00
00010A		S-010 General Utility Management					\$3,272.85
00011A		S-011 Geophysical Survey Scan Around Buil					\$65,083.50
00012A		S-012 Asbestos Abatement					\$0.00
00013A		Additional Asbestos Abatement					\$0.00
00014A		S-014 Dense Graded Aggregate					\$0.00
00015A		S-015 Bituminous Surface					\$31,492.72
00016A		S-016 Temporary Facilities					\$25,032.33
00017A		S-017 Air Monitoring					\$0.00
030001		Work Plans (Cluster 3)					\$0.00
040001		Work Plans Cluster 04					\$0.00
040002		General Conditions Cluster 4					\$0.00
040003		Above Grade Structure Demolition & Off-sit					\$0.00
040004		Below-Grade Structure Demolition & Off-Si					\$0.00
040005		Removal & Disposal of PCB, Mercury Contam					\$0.00
040006		Demolition, Handling/Stockpiling, Samplin					\$0.00
040007		Excavation, Handling/Stockpiling, Samplin					\$0.00
040008		Excavation, Handling/Stockpiling, Sampling					\$0.00
040009		Excavation, Handling/Stockpiling, Samplin					\$0.00
040010		Controlled Low Strength Material					\$0.00
040011		Geotextile					\$0.00
040012		Water Handling, Temporary Storage, and O					\$0.00
070001		Work Plans					\$0.00
070002		General Conditions Cluster 7					\$0.00
070003		Above Grade Structure Demolition & Off-S:					\$0.00
070004		Below Grade Structure Demolition & Dispos					\$0.00
070005		Removal & Disposal of PCB and/or Mercury					\$0.00
070006		Demolition, Handling/Stockpiling, Samplin					\$0.00
070007		Excavation, Handling/Stockpiling, Samplin					\$0.00
TOTALS THIS PAGE							166,881.40



**PAYMENT ESTIMATE - CONTRACT PERFORMANCE (Continuation)**  
OBLIGATION ACCOUNT SUMMARY

CONTRACT NO.

W912DQ-04-D-0023 0007

Sheet 1 of 1

CONTRACTOR AND ADDRESS    **Sevenson Environmental Services Inc.**  
2749 Lockport Road Niagara Falls, NY 14305

PERIOD COVERED BY THIS ESTIMATE

FROM 09 Feb 2007 THRU 09 Mar 2007

OBLIGATION LINE ITEM / FUNDED WORK ITEM

**OBLIGATION LINE ITEM - 0001**

FFP BUILDING DEMOLITION BASE PERIOD-CLUSTERS 4, 7

**FUNDED WORK ITEM**    83272D

30000.0.30DS1-Cornell OU2 RA Const ConB [141537]

Payment Due Date    04/12/2007

Earnings

Less Retained Percentage

Less other Deductions

Retainage Refund

Other Refund

Liquidated damages this Period

Amount Due

This Invoice

All Invoices

\$384,512.35

\$384,512.35

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

\$0.00

**\$384,512.35**

**\$384,512.35**

TOTALS

**\$384,512.35**

**\$384,512.35**

# Prompt Payment Certification And Supporting Data For Contractor Payment Invoice

Page 1 of 3 pages

(1) Contract No.: W912DQ-04-D-0023 0007	(2) Location and Description of Work: 333 Hamilton Boulevard, SP, NJ 07080 Cornell-Dubilier Electronics OU-2 Demo	(3) Estimate No.: 1
		(4) Invoice Date: 03/13/2007
(5) Contractor Official (name and address) to whom payment is to be sent: Sevenson Environmental Services Inc. 2749 Lockport Road Niagara Falls, NY 14305		(6) Discount Terms: 0 Days 0 Percent
(7) If Notice of Assignment has been filed, enter name of Assignee to whom payment is to be sent:		(8) Name, Title, phone number, and mailing address of person to be notified in event of a defective invoice:

(9) Subcontractor Name	(10) Total Amount Subcontracted	(11) Previous Subcontractor Payments (Excluding Deductions)	(12) Subcontractor Amount Included in this Payment Estimate (Excluding Deductions)	(13) ** Subcontractor Earnings Deducted by Contractor (Total to Date)
ART			EX. 4 - CBI	
Carner Brothers				
Consolidated Steel and Aluminum Fence				
CTI Cutting Tech				
Internal Intelligence				
Kennon Surveyors				
LVI Environmental				
One Call Electric Service, Inc.				
TOTAL				

\*\* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer) of any such notice issued by the Contractor, specifying (1) the amount to be withheld, (2) the specific causes for the withholding under the terms of the subcontract, and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. Attach copy of notification to pay estimate. Reference FAR 52.232-27(g).

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payments covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

Signature


Date

Typed Name and Title

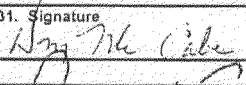


KIM W. LICKFIELD, PROGRAMGR

13 MAR 07

Page 1

 <p>United States Environmental Protection Agency Washington, DC 20460</p> <p><b>Interagency Agreement</b></p> <p><b>Amendment</b></p> <p><b>Part 1 - General Information</b></p>	1. EPA IAG Identification Number DW-96-94209801 - 0	4. Funding Location by Region EPA R2							
	2. Other Agency IAG ID Number	5. Program Office Abbreviation Region 2							
	3. Type of Action New								
6. Name and Address of EPA Organization US Environmental Protection Agency Emergency and Remedial Response Division 290 Broadway New York, NY 10007-1866 DUNS: 029128894	7. Name and Address of Other Agency Corps of Engineers-Omaha District HTRW CX 12565 West Center Road Omaha, NE 68144-3869 DUNS: DOD9623AC								
8. Project Title and Description Cornell Dubilier Electronics, OU2 (facility buildings), Remedial Action Remedial Action activities at the Cornell Dubilier Electronics, OU2 (facility buildings) Superfund Site, South Plainfield, New Jersey									
9. EPA Project Officer (Name, Address, Phone Number) Shaheer Alvi U.S. Environmental Protection Agency 290 Broadway New York, NY 10007-1866 212-637-4324	10. Other Agency Project Officer (Name, Address, Phone Number) Marvene Seaman USACE, HTRW-CX 12565 West Center Road Omaha, NE 68144-3869 402 697-2425								
11. Project Period 09/30/2006 to 12/31/2009	12. Budget Period 09/30/2006 to 12/31/2009								
13. Scope of Work This agreement provides \$5,805,730 to the U.S. Army Corps of Engineers-New York District for remedial action activities at the the Cornell Dubilier Electronics, OU2 (facility buildings) Superfund Site (Site ID#: NJD981557879). This IAG utilizes the Direct Fund Cite/Revised Reimbursable methods for costs, and funds are divided as follows:  <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Revised Reimbursable (in-house)</td> <td style="text-align: right;">\$2,087,688</td> </tr> <tr> <td>Direct Fund Cite (contractor)</td> <td style="text-align: right;">\$ 3,718,042</td> </tr> <tr> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$5,805,730</td> </tr> </table>			Revised Reimbursable (in-house)	\$2,087,688	Direct Fund Cite (contractor)	\$ 3,718,042		\$5,805,730	
Revised Reimbursable (in-house)	\$2,087,688								
Direct Fund Cite (contractor)	\$ 3,718,042								
	\$5,805,730								
See Attachment A for the Scope of Work and Attachment B for Special Conditions.									
Pietro Mannino is the EPA Remedial Project Manager and he can be reached at (212) 637-4395. EPA Grants Specialist for this IAG is John Owen 212-637-3415									
14. Statutory Authority for Both Transfer of Funds and Project Activities CERCLA (PL 96-510) & SARA (PL 99-499); Executive Order 12580 as amended		15. Other Agency Type Federal Agency							
Funds	Previous Amount	Amount This Action							
16. EPA Amount		\$5,805,730							
17. EPA In-Kind Amount		\$0							
18. Other Agency Amount		\$0							
19. Other Agency In-Kind Amt.		\$0							
20. Total Project Cost		\$5,805,730							
<b>21. Fiscal</b>									
Site Name	DCN	FY	Approp.	Budget Org.	PRC	Object	Site/Project	Cost Org.	Obligation
CORNEL	HE0290	2006	TCD	2AD0R	302DD2C	2507	02GZRA02	C002	5,705,730
CORNEL	HE0315	2006	T	2AD0R	302DD2C	2507	02GZRA02	C002	100,000
									5,805,730

Part II - Approved Budget		EPA IAG Identification Number
22. Budget Categories		DW-96-94209801-0
	Itemization of This Action	Itemization of Total Project Estimated Cost to Date
(a) Personnel	\$750,640	\$750,640
(b) Fringe Benefits	\$427,865	\$427,865
(c) Travel	\$5,000	\$5,000
(d) Equipment	\$0	\$0
(e) Supplies	\$0	\$0
(f) Procurement / Assistance	\$3,718,042	\$3,718,042
(g) Construction	\$0	\$0
(h) Other	\$302,438	\$302,438
(i) Total Direct Charges	\$5,203,985	\$5,203,985
(j) Indirect Costs: Rate <u>51.06%</u> Base <u>\$1,178,505.00</u>	\$601,745	\$601,745
(k) Total (EPA Share 100.00 %) (Other Agency Share 0.00 %)	\$5,805,730	\$5,805,730
23. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Identify all equipment costing \$1,000 or more)		
24. Are any of these funds being used on extramural agreements? (See Item 22f.) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Type of Extramural Agreement <input type="checkbox"/> Grant <input type="checkbox"/> Cooperative Agreement <input checked="" type="checkbox"/> Procurement		
Contractor/Recipient Name (if known)	Total Extramural Amount Under This Project	Percent Funded by EPA (if known)
TBD	3718042 Total \$ 3,718,042.00	100
Part III - Funding Methods and Billing Instructions (Note: EPA Agency Location Code (ALC) - 68010727)		
25. <input checked="" type="checkbox"/> Disbursement Agreement <input checked="" type="checkbox"/> Repayment <input type="checkbox"/> Advance <input type="checkbox"/> Allocation Transfer-Out Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002: <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Upon Completion of Work Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002. Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management, Division, PM-226F, EPA, Washington, DC 20460.		
26. <input type="checkbox"/> Reimbursement Agreement <input type="checkbox"/> Repayment <input type="checkbox"/> Advance <input type="checkbox"/> Allocation Transfer-In		
Funding Agency's Treasury Symbol	68/20X8145	<input type="checkbox"/> One-Year <input type="checkbox"/> Two-Year <input checked="" type="checkbox"/> No-Year
Other Agency's IAG Identification Number	EPA Program Office Allowance Holder/Resp. Center No. 27	
Other Agency's Billing Address (include ALC or Station Symbol Number)	Other Agency's Billing Instructions and Frequency	

Part IV - Acceptance Conditions		EPA Identification Number  DW-96-94209801 - 0
27. General Conditions The other agency covenants and agrees that it will expeditiously initiate and complete the project for which funds have been awarded under this agreement.		
28. Special Conditions (Attach additional sheets if needed)		
<p align="center"><b>Part V - Offer and Acceptance</b></p> <p>Note: 1) For Disbursement actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants Administration Division for Headquarters agreements or to the appropriate EPA Regional IAG administration office within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. The agreement/amendment must be forwarded to the address cited in Item 29 after acceptance signature.</p> <p>Receipt of a written refusal or failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency subsequent to the document being signed by the EPA Action Official, which the Action Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.</p> <p>2) For Reimbursement actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IAG administration office for acceptance signature on behalf of the EPA. One original copy will be returned to the other agency after acceptance.</p>		
EPA IAG Administration Office (for administrative assistance)		EPA Program Office (for technical assistance)
29. Organization/Address  US EPA R2 Grants and Contracts Management 290 Broadway New York, NY 10007-1866		30. Organization/Address  US Environmental Protection Agency Region 2 U.S. Environmental Protection Agency 290 Broadway New York, NY 10007-1866
<p align="center"><b>Certification</b></p> <p>All signers certify that the statements made on this form and all attachments thereto are true, accurate, and complete. Signers acknowledge that any knowingly false or misleading statements may be punishable by fine or imprisonment or both under applicable law.</p>		
Decision Official on Behalf of the Environment Protection Agency Program Office		
31. Signature 	Typed Name and Title George Pavlou, Director Emergency and Remedial Response Division Action on Behalf of the Environment Protection Agency	Date 9/27/06
32. Signature 	Typed Name and Title Donna J. Vizian, Assistant Regional Administrator for Policy and Management Authorizing Official on Behalf of the Other Agency	Date 9/28/06
33. Signature 	Typed Name and Title Stuart Piken, P.E., Deputy District Engineer for Project Management	Date 9/28/06

## ATTACHMENT A

### **Scope of Work for Building Demolition Remedial Action Activities and Permanent Business Relocation Assistance**

Site: Cornell-Dubilier Electronics, South Plainfield, Middlesex County, New Jersey.

Site ID: NJD981557979

#### PURPOSE

The purpose of this interagency agreement (IAG) is to obtain assistance from the U.S. Army Corps of Engineers (USACE) for implementation of the remedial action for the building component of Operable Unit 2 at the Cornell-Dubilier Electronics (CDE) Superfund site. This IAG will require the USACE to procure the services of a remedial action contractor to perform the demolition of the buildings located at the former CDE facility. The IAG will require the USACE to supervise the implementation of the building demolition and off-site disposal of the building debris. In addition, it will require the USACE to provide planning assistance required for the permanent relocation of the business tenants located at the industrial park.

#### BACKGROUND

The Cornell-Dubilier Electronics (CDE) site is located at 333 Hamilton Boulevard, South Plainfield, Middlesex County, New Jersey. The former CDE facility, now known as the Hamilton Industrial Park, consists of approximately 26 acres containing 18 buildings that are currently used by a variety of commercial and industrial tenants.

CDE operated in South Plainfield from 1936 to 1962, manufacturing electronic components including, in particular, capacitors. Polychlorinated biphenyls (PCBs) and chlorinated organic solvents were used in the manufacturing process, and the company apparently disposed of PCB-contaminated materials and other hazardous substances directly on the facility soils. CDE's activities evidently led to widespread chemical contamination at the facility, as well as migration of contaminants to areas adjacent to the facility. PCBs have been detected in the groundwater, soils and in building interiors at the industrial park, at adjacent residential, commercial, and municipal properties, and in the surface water and sediments of the Bound Brook. High levels of volatile organic compounds (VOCs) have been found in the facility soils and in groundwater.

EPA has divided the site into four operable units (OUs). OU1 addresses residential, commercial, and municipal properties located in the vicinity of the former CDE facility. OU2 addresses the contaminated soils and buildings at the former CDE facility. On September 30 2004, EPA signed a ROD to address OU2. Additional operable units will address the contaminated groundwater (OU3) and sediments of the Bound Brook (OU4).

## REMEDY

The major components of the selected remedy for the building component of the OU2 include:

- demolition of the 18 on-site buildings;
- transportation of the building debris off-site for disposal, with treatment as necessary; and
- relocation of eligible tenants at the former CDE facility buildings pursuant to the Uniform Relocation Act, as necessary.

A Superfund State Contract (SSC) was executed on September \_\_\_\_, 2006 with the State of New Jersey. The SSC provides assurances, including cost share for the demolition of the buildings at the former CDE facility and tenant relocation under Task II, as required by CERCLA Section 104(c).

## WORK STATEMENT

The USACE will be responsible for:

1. Procuring the services of a remedial action contractor to perform the demolition of the buildings at the former CDE facility. This entails the development of the technical statement of work and awarding the contract to a private firm(s). The selected contractor(s) shall meet the qualifications and experience requirements for the remedial action activities at the Site.
2. Supervising the contractor's performance of the demolition activities, the remediation activities, and off-site disposal of the demolition debris.
3. Managing the contract for the Cornell-Dubilier Electronics Remedial Action (RA) including any subsequent revisions to the original RA contract award.
4. Assessing submitted Value Engineering Construction Proposals (VECPs) in accordance with the Value Engineering clause in the Federal Acquisition Regulation 52.248.1. USACE shall consult with EPA on any VECP that may affect the site remedy before making any change.
5. Providing oversight and monitoring of construction in coordination with the EPA Remedial Project Manager (RPM) to ensure compliance with all contract requirements. In addition, the USACE will provide weekly updates and meetings on the site to discuss construction progress, problems, or any other pertinent issues.
6. Providing other support as directed by EPA such as technical assistance to include permit compliance, community relations, etc.

7. Prepare a Real Estate Planning Report, or functional equivalent, for the permanent business relocations to be completed. The report shall delineate all of the tasks which will be undertaken to ensure effective compliance with the Uniform Relocation Act (URA) and efficient implementation of the permanent relocations.

8. The USACE will contract for the preparation of appraisals.

9. Provide relocation services and assistance to the tenants pursuant to the requirements of the URA. The USACE shall be responsible for processing, assessment, and payment of all appropriate relocation assistance claims. It is not expected that all tenants will be relocated at the same time. During the relocation process, the USACE shall provide monthly summary to EPA's Remedial Project Manager. The summary should contain at a minimum, the work performed by USACE during the reporting period, status of contracts administered by USACE, summaries of all contacts with tenants, representatives of the local or State government, public interest groups, summaries of all problems encountered, and projected work for the next reporting period. Projection of work must include the scope and projected costs for the next month. Each report shall include a brief status of the relocation of each tenant, and a summary of the expenditures to date. This information may be provided in spreadsheet format.

10. Conducting meetings with all affected tenants to disseminate information and address any concerns they may have. The EPA RPM shall be notified in advance of any meeting and may, at its discretion, also participate in these meetings. The EPA RPM must be provided at least 7 days prior notice of any meeting.

11. Conducting final inspection and certification of the completed remedial action in coordination with the EPA RPM.

12. Submitting a Remedial Action Closeout Report complete with all backup documentation.

13. Complying with specific responsibilities as detailed in the Superfund Remedial Design and Remedial Action Guidance.

#### **PROJECT ORGANIZATION**

The EPA Remedial Project Manager for this project is:

Peter Mannino  
U.S. Environmental Protection Agency Region II  
290 Broadway - 19<sup>th</sup> Floor  
New York, NY 10007-1866  
(212) 637-4395

## ATTACHMENT B

### **Special Conditions for Remedial Action IAG**

The USACE agrees to meet the site-specific financial management and recordkeeping responsibilities contained in EPA's "Superfund Financial Management and Recordkeeping Guidance for Federal Agencies" (January 1989).

#### 1. Cost Documentation Requirements

EPA, acting as manager of the Hazardous Substances Superfund, requires current information on CERCLA response actions and related obligations of CERCLA funds for these actions. In addition, CERCLA, as amended, authorizes EPA to recover from responsible parties all government costs incurred during a response action. In order to help assure oversight and successful recovery of CERCLA funds, both USACE and EPA have responsibilities under this agreement. The USACE accounting system reports must be supported by site - and activity-specific cost documentation. The USACE will organize and retain in a site file documentation of costs by site and activity (e.g. vouchers, billing statements, evidence of payment, audit reports) as follows:

##### a. Direct Costs

- Payroll - timesheets or timecards to support hours charged to a particular site, including the signature of the employee and/or the employee's supervisor.
- Travel - travel authorizations (including purpose of trip), local travel vouchers, traveler's reimbursement vouchers, carrier bills (including airline tickets), government owned vehicle bills, appropriate receipts for hotel, car rental, etc., proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 "Voucher and Schedule of Payment" or equivalent.
- Contractor services - copies of contracts, requests for proposals (RFPs), detailed evaluations of contractor bids, contractor invoices, USACE project officer approvals of invoices, proof of payment. Proof of payment is satisfied by providing a copy of the accomplished SF1166 or equivalent.
- Supplies and Equipment - EPA authorizations to purchase non-expendable property of \$1,000 or more, vendor invoices, proof of payment, and hourly records of equipment use, when applicable.
- Any other direct costs not included in the above categories.

b. Indirect Costs

If indirect costs are not calculated by the USACE accounting system, a worksheet showing calculations of indirect costs charged to a site will be retained by the USACE.

Under this IAG, the USACE certifies: 1) that any indirect costs included in billings to EPA represent, in accordance with GAO principles, indirect costs that would not have been otherwise incurred by the USACE, or 2) that explicit Congressional authority exists for charging other than incremental costs of performance.

2. Reporting Requirements

- a. The USACE will provide monthly progress reports to the EPA Remedial Project Manager (RPM) listed on the IAG form containing:
- Site Name and IAG Number.
  - Summary of work performed for current period.
  - Estimate of the percentage of the project completed.
  - Accounting of funds expended during the reporting period and on the project to date, which includes budget category cost breakdown.
  - Summaries of all change orders and claims made on contracts during the reporting period.
  - Summaries of all contacts with representatives of the local community, public interest groups, or State government during the reporting period.
  - Summaries of all problems or potential problems encountered during the reporting period.
  - Projected work for the next reporting period.
  - A copy of all certified contractor invoices for contract costs and request for reimbursement (SF 1080) for all USACE cost submitted to the EPA Financial Management Center, Cincinnati, for payment during the reporting month.
- b. The USACE will follow the procedures contained in EPA's OERR Directive, Memorandum 9295.2-04 entitled "EPA/U.S. Army Corps of Engineers Payment Process, Direct Fund Cite/Revised Reimbursement Methods".

- c. USACE will provide a final inventory of property, within one month of the end of the Interagency Agreement performance period, describing the condition of each item. USACE will require all contractors to provide a final inventory of property prior to their final contract payment. If the duration of the project is greater than one year, USACE will provide an annual inventory of all property acquired by or furnished to USACE with EPA funds.

3. Cost Recovery

In the event of a contemplated cost recovery action, the USACE will provide to EPA or the Department of Justice (DOJ) a cost documentation package detailing site-specific costs and including copies of the back up documentation. In some cases, these requests from EPA or DOJ may require that this documentation be provided in less than thirty days. If additional time is required to comply with a request, USACE will negotiate with EPA or DOJ a schedule for responding. USACE will provide EPA with a contact for obtaining necessary site-specific accounting information and documentation.

4. Record Retention Requirements

The USACE will retain the documents described in these "Special Conditions" for a minimum of ten years after submission of a final SF1080 for a site or sites, after which USACE must obtain written permission from the authorized EPA official before disposing of any of the records. USACE will require all contractors entering into cost reimbursable type contracts to establish and maintain cost documentation as described above.

5. Audits

- a. Superfund cost documentation information must be available for audit or verification upon request of authorized auditing agencies.
- b. If an audit determines that any direct or indirect costs charged to EPA are unallowable, EPA will be notified immediately following the resolution of the audit.

6. Financial Closeout

Within six months after completion of remedial action activities, the USACE will send a letter to USEPA Region II Project Officer stating that the project has been completed and give the total amount of funds utilized and the amount of excess funds to be revoked, if any, in accordance with USACE Engineering Regulation No. 37-5-3.

7. Other EPA Involvement

- a. Payment to USACE contractors is contingent upon receipt of a USACE certified payment request. Reimbursement to USACE for in-house costs is contingent upon receipt of a USACE certified reimbursement request (SF1080). Final project payments for specific contracts and in-house cost shall be reviewed and approved by the EPA Regional program office.
- b. EPA will hold title to all property acquired with Superfund monies. EPA will provide the USACE the property disposition instructions upon termination of the

IAG and receive fair-market value for any property disposed of or used for non-Superfund activities.

8. Minority Business Utilization

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women.

Consistent with this policy, the USACE agrees, in awarding contracts under this IAG, to comply with the utilization requirements for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) set forth in the Small Business Act, 15 U.S.C. 631 et seq and the annual Small Business goals negotiated with the Small Business Administration (SBA).

The USACE agrees to submit a report to EPA showing the total amount of procurement dollars awarded and the amount and percentage of such funds awarded to MBEs and WBEs on Forms 6005-3 and 6005-3a by December 15th of the current year. Reports should be submitted to:

Office of Small and Disadvantaged Business Utilization  
U.S. Environmental Protection Agency  
633 3rd Street, N.W. (Mail Code: 1230N)  
Room 8100  
Washington, D.C. 20001

9. Project Specific Conditions

- a. The USACE will invite (with reasonable notice) the EPA RPM to participate in contractor meetings in which scope of the project and/or progress is discussed.
- b. The USACE will invite the EPA RPM to participate in the contractor selection process, as appropriate.
- c. The USACE will have final authority for RA bids, shop drawings and contract modifications (within contingency fund limitations).
- d. The USACE Project Manager will regularly brief the EPA RPM on the current status of the project. Briefings will be monthly unless a different frequency is mutually agreed upon by both project managers. Emphasis shall be placed on project budget, expenditure rates, and schedule.
- e. The USACE personnel and its contractors will have the appropriate safety training and be involved in a medical monitoring program as specified in 29 CFR Part 1910; 51 CFR 45663 - 45675; and Section 125(e) of CERCLA, as amended.
- f. The USACE will furnish to the EPA RPM for their information a Quality Assurance Management Plan.
- g. The USACE will have final authority, with EPA comment, for approving Quality Assurance Project Plans (QAPPs), Sampling Analysis Plans (SAPs) which reflect environmental sampling and laboratory analysis, and Health and Safety Plans (HASPs).
- h. All project deliverables will be reviewed by appropriate USACE and EPA personnel within 30 days. Shortened time frames may be appropriate in cases of expedited schedules.
- i. Upon request, the USACE will, in a timely manner, submit to the EPA RPM all final negotiated contracts and contract modifications with budget information.

# Prompt Payment Certification And Supporting Data For Contractor Payment Invoice

Page 1 of 3 pages

(1) Contract No.: W912DQ-04-D-0023 0007		(2) Location and Description of Work: 333 Hamilton Boulevard, SP, NJ 07080 Cornell-Dubilier Electronics OU-2 Demo		(3) Estimate No.: 1
		(4) Invoice Date: 03/13/2007		
(5) Contractor Official (name and address) to whom payment is to be sent:  Sevenson Environmental Services Inc. 2749 Lockport Road Niagara Falls, NY 14305		(6) Discount Terms:  0 Days 0 Percent		
(7) If Notice of Assignment has been filed, enter name of Assignee to whom payment is to be sent:		(8) Name, Title, phone number, and mailing address of person to be notified in event of a defective invoice:		
(9) Subcontractor Name	(10) Total Amount Subcontracted	(11) Previous Subcontractor Payments (Excluding Deductions)	(12) Subcontractor Amount Included in this Payment Estimate (Excluding Deductions) Ex. 4 - CBI	(13) ** Subcontractor Earnings Deducted by Contractor (Total to Date)
ART				
Carner Brothers				
Consolidated Steel and Aluminum Fence				
CTI Cutting Tech				
Internal Intelligence				
Kennon Surveyors				
LVI Environmental				
One Call Electric Service, Inc.				
TOTAL				

\*\* A written notice of any withholding shall be issued to a subcontractor (with a copy to the Contracting Officer) of any such notice issued by the Contractor, specifying (1) the amount to be withheld, (2) the specific causes for the withholding under the terms of the subcontract, and (3) the remedial actions to be taken by the subcontractor in order to receive payment of the amounts withheld. Attach copy of notification to pay estimate. Reference FAR 52.232-27(g).

I hereby certify, to the best of my knowledge and belief, that:

- (1) The amounts requested are only for performance in accordance with the specifications, terms, and conditions of the contract;
- (2) Payments to subcontractors and suppliers have been made from previous payments received under the contract, and timely payments will be made from the proceeds of the payments covered by this certification, in accordance with subcontract agreements and the requirements of Chapter 39 of Title 31, United States Code; and
- (3) This request for progress payments does not include any amounts which the prime contractor intends to withhold or retain from a subcontractor or supplier in accordance with the terms and conditions of the subcontract.
- (4) This certification is not to be construed as final acceptance of a subcontractor's performance.

Signature

Date

*Kim W. Lickfield*  
Kim W. LICKFIELD, PROGRAMGR

13 MAR 07

[illegible]

(1) Contract No.: W912DQ-04-D-0023 0007	(2) Location and Description of Work: 333 Hamilton Boulevard, SP, NJ 07080 Cornell-Dubilier Electronics OU-2 Demo	(3) Estimate No.: 1
		(4) Invoice Date: 03/13/2007

[illegible]

		Total Previous Earnings	% Earning To Date	Total Earnings To Date	Earnings This Period
<b>Total Requested Activity Earnings</b>			Ex. 4 - CBI		\$384,512.35
Stored Material included in Activity Earnings	\$0.00				
Additional Stored Material not included in Activity Earnings					\$0.00
Preparatory Work not included in Activity Earnings					\$0.00
Performance and Payment Bond not included in Activity Earnings					\$0.00
Less Subcontractor Deductions held by Prime					\$0.00
<b>Total Requested Amount</b>					\$384,512.35

# Contractor Requested Earnings

Page 2 of 3 pages

(1) Contract No.:  
W912DQ-04-D-0023 0007

(2) Location and Description of Work:  
333 Hamilton Boulevard, SP, NJ 07080  
Cornell-Dubiler Electronics OU-2 Demo

(3) Estimate No.: 1  
(4) Invoice Date: 03/13/2007

Activity No.	Activity Title	Activity Amount	Total Previous Earnings	% Earning To Date	Total Earnings To Date	Earnings This Period
00001A	S-0001 Removal & Relocation or Dispos:	Ex. 4 - CBI				\$0.00
00002A	S-002 Removal & Disposal of Undergrou					\$0.00
00003A	S-003 Removal & Disposal of Hazardous					\$0.00
00004A	S-004 Demolition, Handling/Stockpiling, S					\$0.00
00005A	S-005 Demolition, Handling/Stockpiling, S					\$0.00
00006A	S-006 Excavation, Handling, Stockpiling, S					\$0.00
00007A	S-007 Excavation, Handling/Stockpiling, S					\$0.00
00008A	S-008 Excavation, Handling, Sampling & O					\$0.00
00009A	S-009 Excavation, Handling, Sampling & O					\$0.00
00010A	S-010 General Utility Management					\$42,000.00
00011A	S-011 Geophysical Survey Scan Aroun					\$3,272.85
00012A	S-012 Asbestos Abatement					\$65,083.50
00013A	Additional Asbestos Abatement					\$0.00
00014A	S-014 Dense Graded Aggregate					\$0.00
00015A	S-015 Bituminous Surface					\$0.00
00016A	S-016 Temporary Facilities					\$31,492.72
00017A	S-017 Air Monitoring					\$25,032.33
030001	Work Plans (Cluster 3)					\$0.00
040001	Work Plans Cluster 04					\$0.00
040002	General Conditions Cluster 4					\$0.00
040003	Above Grade Structure Demolition & Off					\$0.00
040004	Below -Grade Structure Demolition & Off					\$0.00
040005	Removal & Disposal of PCB, Mercury Co					\$0.00
040006	Demolition, Handling/Stockpiling, Sampli					\$0.00
040007	Excavation, Handling/Stockpiling, Sampli					\$0.00
040008	Excavation, Handling/Stockpiling, Sampli					\$0.00
040009	Excavation, Handling/Stockpiling, Sampli					\$0.00
040010	Controlled Low Strength Material					\$0.00
040011	Geotextile					\$0.00
040012	Water Handling, Temporary Storage, an					\$0.00
070001	Work Plans					\$0.00
070002	General Conditions Cluster 7					\$0.00
070003	Above Grade Structure Demolition & Off					\$0.00
070004	Below Grade Structure Demolition & Dis					\$0.00
070005	Removal & Disposal of PCB and/or Merc					\$0.00
070006	Demolition, Handling/Stockpiling, Sampli					\$0.00
070007	Excavation, Handling/Stockpiling, Sampli					\$0.00
070008	Excavation, Handling/Stockpiling, Sampli					\$0.00
070009	Excavation, Handling/Stockpiling, Sampli					\$0.00
070010	Controlled Low Strength Material					\$0.00
070011	Geotextile					\$0.00
070012	Water Handling, Temporary Storage, an					\$0.00
110001	Work Plans					\$0.00



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
700 FEDERAL BUILDING  
KANSAS CITY, MISSOURI 64106-2896

14 February 2007

REPLY TO  
ATTENTION OF  
CENWK-CT-H (715k)

Mr. Patrick C. Nejad  
Environmental Resident Office  
US Army Corps of Engineers, NY District  
214 State Route 18  
East Brunswick, New Jersey 08816

SUBJECT: Designation of Contracting Officer's Representative (COR) for Contract No  
W912DQ-04-D-0023, Task Order 0007 - Designation Letter

1. Pursuant to DFARS 201.602-2, you are designated as the Contracting Officer's Representative (COR) in administration of tasks for the following contract:

Contract Number: W912DQ-04-D-0023, Task Order 0007  
For: Building Demolition Phase-Clusters 1-11, Cornell Dubilier Electronics  
Superfund Site, South Plainfield, Middlesex County, New Jersey  
Contractor: Severson Environmental Services, Inc.  
Contract Period: No later than 31 August 2008, unless extended by modification.

2. You are authorized by this designation to take action with respect to the following:

- a. Responsible for technical review of vouchers and will have signature authority to release interim payments, exclusive of final payment, on obligations previously approved by the Contracting Officer.
- b. Verify that the contractor performs the technical requirements of the contract in accordance with the contract terms, conditions and specifications. Specific emphasis should be placed on the quality provisions, for both adherence to the contract provisions and to the contractor's own quality control program.
- c. Perform, or cause to be performed, inspections necessary in connection with paragraph 2a and verify that the contractor has corrected all deficiencies. Perform acceptance for the Government of services performed under this contract.
- d. Maintain liaison and direct communications with the contractor. Written communications with the contractor and other documents pertaining to the contract shall be signed as "Contracting Officer's Representative" and a copy shall be furnished to the contracting officer.
- e. Monitor the contractor's performance, notify the contractor of deficiencies observed during surveillance and direct appropriate action to effect correction. Record and report to the contracting officer incidents of faulty or nonconforming work, delays or problems. In addition, you are required to submit a monthly report concerning performance of services rendered under this contract.

SUBJECT: Designation of Contracting Officer's Representative (COR) for Contract No. W912DQ-04-D-0023, Task Order 0007

f. Coordinate site entry for contractor personnel, and insure that any Government-furnished property is available when required.

3. You are not empowered to award, agree to or sign any contract (including delivery orders) or contract modification or in any way to obligate the payment of money by the Government. You may not take any action which may affect contract or delivery order schedules, funds or scope. All contractual agreements, commitments or modifications which involve price, quantity, quality, delivery schedules or other terms and conditions of the contract shall be made by the contracting officer. You may be personally liable for unauthorized acts. You may not delegate your COR authority.

4. This designation as a COR shall remain in effect through the life of the contract, unless sooner revoked in writing by the contracting officer or unless you are separated from Government service. If you are to be reassigned or to be separated from Government service, you shall notify the contracting officer sufficiently in advance of reassignment or separation to permit timely selection and designation of a successor COR. If your designation is revoked for any reason before completion of this contract, turn your records over to the successor COR or obtain disposition instructions from the contracting officer.

5. You are required to maintain adequate records to sufficiently describe the performance of your duties as a COR during the life of this contract and to dispose of such records as directed by the contracting officer. As a minimum, the COR file shall contain the following:

- a. A copy of your letter of appointment from the contracting officer, a copy of any changes to that letter and a copy of any termination letter
- b. A copy of the contract or the appropriate part of the contract and all contract modifications.
- c. A copy of the applicable quality assurance (QA) surveillance plan.
- d. All correspondence initiated by authorized representatives concerning performance of the contract.
- e. The names and position titles of individuals who serve on the contract administration team. The contracting officer must approve all those who serve on this team.
- f. A record of inspections performed and the results.
- g. Memoranda for record or minutes of any pre-performance conferences.
- h. Memoranda for record or minutes of any meetings and discussions with the contractor or others pertaining to the contract or contract performance.
- i. Applicable laboratory test reports.
- j. Records relating to the contractor's quality control system and plan and the results of the quality control effort.
- k. A copy of the surveillance schedule.
- l. Documentation pertaining to your acceptance of performance of services, including reports and other data.

SUBJECT: Designation of Contracting Officer's Representative (COR) for Contract No. W912DQ-04-D-0023, Task Order 0007

6. All personnel engaged in contracting and related activities shall conduct business dealings with industry in a manner above reproach in every aspect and shall protect the U.S. Government's interest, as well as maintain its reputation for fair and equal dealings with all contractors. DoD 5500.7-R sets forth standards of conduct for all personnel directly and indirectly involved in contracting.

7. A COR who may have direct or indirect financial interests which would place the COR in a position where there is a conflict between the COR's private interests and the public interests of the United States shall advise the supervisor and the contracting officer of the conflict so that appropriate actions may be taken. COR's shall avoid the appearance of a conflict of interests to maintain public confidence in the U.S. Government's conduct of business with the private sector.

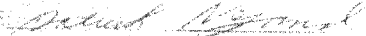
8. You are required to acknowledge receipt of this designation on the duplicate copy and return it to the contracting officer. Your signature also serves as certification that you have read and understand the contents of DoD 5500.7-R. The original copy of this designation should be retained for your file.



Robert R. Napp  
Contracting Officer

Receipt of this designation is acknowledged

NAME: Patrick C. Nejad

SIGNATURE: 

TITLE: Contracting Officer's Representative DATE: 14 Feb 2007

RANK/GRADE: G-12 TELEPHONE: 732-846-5830

CF:

CT-H (file-suspense)

LM (Roberts)

CT-H (book)

OC (Rogers)

EC-ED (Maas)



DEPARTMENT OF THE ARMY  
KANSAS CITY DISTRICT, CORPS OF ENGINEERS  
700 FEDERAL BUILDING  
KANSAS CITY, MISSOURI 64106-2896

14 February 2007

FROM: [REDACTED]  
ATTENTION OF  
CENWK-CT-H (715k)

MEMORANDUM FOR: Mr. Neal F. Kolb, P.E., U.S. Army Corps of Engineers,  
Environmental Resident Office, 214 State Highway 18 North, East Brunswick, New  
Jersey 08816

SUBJECT: Notice of Appointment of Administrative Contracting Officer (ACO) for  
Contract No. W912DQ-04-D-0023, Task Order 0007, Building Demolition Phase -  
Clusters 1-11, Cornell Dubilier Electronics Superfund Site, South Plainfield, Middlesex  
County, New Jersey

1. Your authority under this contract is limited to \$100,000.00.
2. Notice is hereby given that you are appointed Administrative Contracting Officer to exercise the following contracting authority as listed below in (a) through (d):
  - a. Execute unilateral administrative modifications under FAR 43.103(b)(1). Modify construction contracts within the scope of the contract under any of the following contract clauses unique to construction contracts, provided that no individual contract modification exceeds \$100,000.00 (the sum of additions and deletions): FAR 52.211-18, Variations in Estimated Quantities - Subdivided Items; FAR 52.242-14, Suspension of Work; FAR 52.236-2, Differing Site Conditions; FAR 52.243-4, Changes; and FAR 52.248-3, Value Engineering - Construction.
  - b. Modify construction contract performance periods under FAR clause 52.249-10, Default (Fixed-Price Construction), when a delay is due to unforeseeable causes beyond the control and without the fault of the contractor.
  - c. Modify purchase orders under FAR clause 52.243-5, Changes and Changed Conditions, provided that the modification does not cause the total value of the purchase order to exceed the simplified acquisition procedures limitation described at FAR 13.101.
  - d. Perform and of the contract administration functions in FAR 42.302, subject to the limitations in (a) through (c) above.
3. ACOs appointed under (a) above shall not modify construction contracts under any clause not specified in (a) through (d) above, including (but not limited to) terminations for convenience or for default.
4. The authority of the aforementioned individual has been granted by the FAR 42.404(a) and the Contracting Officer who signs this document.

5. This designation is not re-delegable and shall be effective on the below indicated date and shall remain in effect until I or my successor in the same manner as it is granted, or until the designees are relieved from his or her present assignment.

*Robert R. Nunn*

Robert R. Nunn  
Contracting Officer

Receipt acknowledged:

Date: 15 FEB 2007 Type Written Name: NEAL F. KOLB  
Signature: *NF Kolb*

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 62

1. CONTRACT PURCH ORDER AGREEMENT NO W9120Q-04-D-0023		2. DELIVERY ORDER CALL NO 0007		3. DATE OF ORDER CALL 2007 Feb 09		4. REQ. FOR REQ. REQUESTING W9120Q-04-D-0023		5. PREPARED BY			
6. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 651 E 12TH ST CT H RM 752 KANSAS CITY, MO 64106-2896		7. ADMINISTERED BY <i>Other than 6</i> <b>SEE ITEM 6</b>		8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)		9. CONTRACTOR CODE: ULY07 NAME AND ADDRESS SEVENSON ENVIR SVCS INC 2749 LOCAPORT RD NIAGARA FALLS NY 14305		10. DELIVER TO THE POINT BY (Date) (If scheduled) <b>SEE SCHEDULE</b> 11. MARK IF BUSINESS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED WOMEN OWNED			
12. SHIP TO CODE: <b>SEE SCHEDULE</b>		13. PAYMENT WILL BE MADE BY CODE: W9120Q USACE, KANSAS CITY USACE KANSAS CITY CIO USACE FINANCE CTR 7 BIRMINGHAM TN 38054-5005		14. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15		15. MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.					
16. TYPE OF ORDER DELIVERY CALL <input checked="" type="checkbox"/> PURCHASE <input type="checkbox"/>		This delivery order call is issued on another Government agency order in accordance with and subject to terms and conditions of above numbered contract. Reference your quote dated _____ Furnish the following on terms specified herein: REF _____									
17. ACCOUNTING AND APPROPRIATION DATA - LOCAL USE <b>See Schedule</b>		ACCEPTANCE: THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS FORTH AND AGREES TO PERFORM THE SAME. <i>Signature</i> NAME OF CONTRACTOR: _____ SIGNATURE: _____ TYPED NAME AND TITLE: _____ <input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1 DATE SIGNED: 4 Feb '07									
18. ITEM NO		19. SCHEDULE OF SUPPLIES SERVICES		20. QUANTITY ORDERED/ACCEPTED		21. UNIT		22. UNIT PRICE		23. AMOUNT	
		<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is less than the quantity ordered, indicate by X. If difference, enter actual quantity accepted below quantity ordered and indicate by X.		24. TOTAL		25. TOTAL		26. DIFFERENCE		27. TOTAL		28. TOTAL	
29. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED		30. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		31. DATE		32. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		33. INITIALS		34. AMOUNT VERIFIED CORRECT FOR	
35. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE		36. SHIP NO		37. DO VOUCHER NO		38. PAID BY		39. CHECK NUMBER		40. BILL OF LADING NO	
39. TELEPHONE NUMBER		40. E-MAIL ADDRESS		41. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		42. CHECK NUMBER		43. BILL OF LADING NO		44. RECEIPT NO	
45. I certify this account is correct and proper for payment.		46. DATE		47. SIGNATURE AND TITLE OF CERTIFYING OFFICER		48. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		49. CHECK NUMBER		50. BILL OF LADING NO	
51. RECEIVED AT		52. RECEIVED BY		53. DATE RECEIVED		54. TOTAL CONTAINERS		55. ACCOUNT NO		56. RECEIPT NO	

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,025,983.44	Dollars, U.S.	\$1.00	\$2,025,983.44

CORNELL DUBILIER ELECTRONICS SUPERFUND  
FFP  
BUILDING DEMOLITION  
BASE PERIOD - CLUSTERS 4, 7, AND 11  
LOCATION: SOUTH PLAINFIELD, MIDDLESEX COUNTY, NEW JERSEY  
IN ACCORDANCE WITH SCOPE OF WORK DATED NOVEMBER 2006  
FOB: Destination  
PURCHASE REQUEST NUMBER: W16ROE70307646

NET AMT

\$2,025,983.44

ACRN AA  
CJN: W16ROE703076460001

\$2,025,983.44

DD1155 CONTINUATION PAGE

## PROGRESS PAYMENT CHECKLIST

### Progress Payment Number 1

In accordance with FAR 52.232-5 "Payments", progress payments may only be made in full for satisfactory progress during the payment period. The Environmental Resident Office will use the following checklist to determine satisfactory progress. If progress has been unsatisfactory, the government may retain a maximum of 10% of the payment until satisfactory progress has been made.

1. Yes / No      Work is on or ahead of schedule (including any time extensions to which the contractor is entitled but are not reflected in executed modifications).
2. Yes / No      Contractor Quality control is effective (deficiencies are identified, documented in QC reports and eliminated). Master Deficiency List is up to date. Daily QC reports have been submitted for the pay period. Prep and initial inspection minutes have been attached.
3. Yes / No      Contractor is complying with labor standards. Weekly payrolls have been received and are accurate. Wage rates are posted.
4. Yes / No      Contractor is complying with Safety requirements: hard hats and proper clothing worn; daily clean up conducted.
5. Yes / No      Submittal Register is up to date.
6. Yes / No      Progress schedule is approved, current, and accurately reflects work performance. Updated schedule is submitted with payment request.
7. Yes / No      As built drawings are being annotated accurately and up to date.
8. Yes / No      Quality control plan is approved and implemented. Minutes for preparatory and initial inspections have been submitted for all features of work invoiced. **Payment will not be made for features of work without prep or initial inspection minutes.**
9. Yes / No      Environmental Protection/Spill Prevention Plan is submitted, approved, and implemented.
10. Yes / No      Change proposals have been submitted in appropriate detail and in a timely manner.

\_\_\_\_\_  
Quality Assurance Representative      Date

\_\_\_\_\_  
Project Engineer      Date  
COR

\_\_\_\_\_  
Resident Engineer      Date  
ACO



13 March 2007

**LETTER OF TRANSMITTAL**

**IAG NUMBER:** Remedial Design Cornell Dubilier OU-2 RA DW96-94209801-0 = **\$384,512.35**  
68-20X8145.0000

**PAYMENT NUMBER ONE**  
**Contract No. W912DQ-04-D-0023-0007**

**REFERENCE:** Remedial Action at Cornell-Dubilier Electronics Superfund Site  
Operable Unit Number 2 (Building Demolition)  
South Plainfield, Middlesex County, New Jersey

**CONTRACT:** W912DQ-04-D-0023, Task Order No. 0007  
Sevenson Environmental Services, Inc.

**AMOUNT:** \$384,512.35

**FROM:** US Army Corps of Engineers  
Environmental Residency  
Attn: Patrick Nejand  
214 State Hwy 18 North  
East Brunswick, NJ 08816

**TO:** US Environmental Protection Agency  
Cincinnati Financial Management Center  
MS 002  
26 W Martin Luther King Drive  
Cincinnati, Ohio 45268-7002  
Attn: Mr. Jeffrey J. Marsala (513) 487-2056  
Fax No. (513) 487-2063

Signature: \_\_\_\_\_  
Patrick C. Nejand (Phone No. 732-846-5830)  
Project Engineer  
Contracting Officer Representative, USACE

Date: \_\_\_\_\_

Please return a signed copy to the address above. Thank You.

Received by:

Signature: \_\_\_\_\_  
Jefferey J. Marsala, USEPA

Date: \_\_\_\_\_

# ORDER FOR SUPPLIES OR SERVICES

PAGE 1 OF 62

1. CONTRACT PURCH. ORDER AGREEMENT NO. W912DQ-04-D-0023		2. DELIVERY ORDER CALL NO. 0007		3. DATE OF ORDER CALL (YYYYMMDD) 2007 Feb 09		4. REQ. PURCH. REQUEST NO. W16ROE7030/046		5. PRIORITY	
6. ISSUED BY USACE, KANSAS CITY FEDERAL BLDG 601 E 12TH ST CT-H RM 757 KANSAS CITY MO 64106-2896				7. ADMINISTERED BY (if other than 6) <b>SEE ITEM 6</b>				8. DELIVERY FOR <input checked="" type="checkbox"/> DESTINATION <input type="checkbox"/> OTHER (See Schedule if other)	
9. CONTRACTOR NAME AND ADDRESS SEVENSON ENVIR SVCS INC 2749 LOCKPORT RD** NIAGARA FALLS NY 14305				CODE OLT07		FACILITY OLT07		10. DELIVER TO FOR POINT BY (Date) (YYYYMMDD) <b>SEE SCHEDULE</b>	
						11. DISCOUNT TERMS Net 30 Days		11. MARK IF BUSINESS IS <input checked="" type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED	
13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Item 15									
14. SHIP TO <b>SEE SCHEDULE</b>				15. PAYMENT WILL BE MADE BY USACE, KANSAS CITY USACE KANSAS CITY C/O USACE FINANCE CTR 7 MILLINGTON TN 38054-5005				MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER		DELIVERY CALL		X		This delivery order call is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract.			
		PURCHASE				Reference your quote dated Furnish the following on terms specified herein - REF:			
ACCEPTANCE, THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.									
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: 1									
17. ACCOUNTING AND APPROPRIATION DATA / LOCAL USE <b>See Schedule</b>									
18. ITEM NO.		19. SCHEDULE OF SUPPLIES SERVICES				20. QUANTITY ORDERED / ACCEPTED*		21. UNIT	
								22. UNIT PRICE	
								23. AMOUNT	
<b>SEE SCHEDULE</b>									
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.						25. TOTAL		\$2,025,583.44	
27a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED						26. DIFFERENCES			
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE (YYYYMMDD)		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. DO VOUCHER NO.		30. INITIALS	
f. TELEPHONE NUMBER				g. E-MAIL ADDRESS		32. PAID BY <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		33. AMOUNT VERIFIED CORRECT FOR	
36. I certify this account is correct and proper for payment.				31. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
a. DATE (YYYYMMDD)		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				40. TOTAL CONTAINERS		41. SR ACCOUNT NO.	
37. RECEIVED AT		38. RECEIVED BY		39. DATE RECEIVED (YYYYMMDD)		42. SR VOUCHER NO.			

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		2,025,983.44	Dollars, U.S.	\$1.00	\$2,025,983.44

CORNELL DUBILIER ELECTRONICS SUPERFUND  
FFP

BUILDING DEMOLITION

BASE PERIOD - CLUSTERS 4, 7, AND 11

LOCATION: SOUTH PLAINFIELD, MIDDLESEX COUNTY, NEW JERSEY

IN ACCORDANCE WITH SCOPE OF WORK DATED NOVEMBER 2006

FOB: Destination

PURCHASE REQUEST NUMBER: W16ROE70307646

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NET AMT

\$2,025,983.44

ACRNAA

CIN: W16ROE703076460001

\$2,025,983.44

DD1155 CONTINUATION PAGE

The following is applicable to this Task Order:

Sevenson Environmental Services, Inc.  
2749 Lockport Road  
Niagara Falls, NY 14305

TIN: 16-1091535  
SB/SBSA/P/C

Project Manager: Garth Anderson, 816-389-3255, H.Garth.Anderson@nwk02.usace.army.mil  
Project Engineer: Ken Maas, 816-389-3709, Kenneth.E.Maas@nwk02.usace.army.mil  
Contract Specialist: Shelley Thomas, 816-389-3842, Shelley.Thomas@nwk02.usace.army.mil

a. **WORK AND SERVICES:** The Contractor shall perform all the necessary work and services required for the Operable Unit 2 – Clusters 1-11, Cornell Dubilier Electronics Superfund Site, Borough of South Plainfield, Middlesex County, New Jersey, in accordance with the attached Scope of Work dated 17 October 2006.

b. This Task Order is for a Firm Fixed Price Construction Task Order.

c. The Contractor's revised proposal dated 26 January 2007 is hereby incorporated into the Task Order by reference.

d. Davis Bacon Act (DBA) Wage Rates, General Decision Number NJ070003 NJ3 dated 09 February 2007 is hereby incorporated into the Task Order.

e. This is your Notice to Proceed for work and services for Clusters 4, 7, and 11 as stated in the Scope of Work, dated 17 October 2006

f. **TIME:** The Period of Performance of the Task Order is 09 February 2007 through 31 August 2008.

g. **PAYMENT:** UPON COMPLETION AND ACCEPTANCE OF ALL WORK AND SERVICES REQUIRED BY REASON OF THIS TASK ORDER, THE CONTRACTOR SHALL BE PAID TWO MILLION TWENTY FIVE THOUSAND NINE HUNDRED EIGHTY THREE DOLLARS AND FORTY FOUR CENTS (\$2,025,983.44).

**BASE PERIOD (Clusters 4, 7, and 11): (TOTAL BASE PERIOD AMOUNT \$2,025,983.44)**

**Cluster 4:**

1. **Work Element C4-001: Work Plans:** Addressed in Task Order W912DQ-04-D-0023-0005

2. **Work Element C4-002: – General Conditions:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED TWENTY THREE DOLLARS AND NO CENTS (\$112,523.00), less any partial payments made previously.

3. **Work Element C4-003: – Above Grade Structure Demolition and Off-Site Disposal:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SIXTY NINE THOUSAND NINE HUNDRED ONE DOLLARS AND NO CENTS (\$169,901.00), less any partial payments made previously.

4. **Work Element C4-004: – Below-Grade Structure Demolition and Off-Site Disposal:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$4,211.00) less any partial payments made previously.

**5. Work Element C4-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND ONE HUNDRED TWO DOLLARS AND NO CENTS (\$4,102.00), less any partial payments made previously.

**6. Work Element C4-006: Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY THREE THOUSAND EIGHT HUNDRED SEVENTY EIGHT DOLLARS AND FIFTY CENTS (\$53,878.50), less any partial payments made previously.

**7. Work Element C4-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND NO CENTS (\$4,876.00), less any partial payments made previously.

**8. Work Element C4-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWENTY ONE THOUSAND NINE HUNDRED FIFTY DOLLARS AND TWENTY FOUR CENTS (\$21,950.24), less any partial payments made previously.

**9. Work Element C4-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.

**10. Work Element C4-0010 - Controlled Low Strength Material:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

**11. Work Element C4-0011: - Geotextile:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE THOUSAND SEVEN HUNDRED SEVENTY THREE DOLLARS AND NO CENTS (\$1,773.00), less any partial payments made previously.

**12. Work Element C4-0012: - Water Handling, Temporary Storage, and Off-Site Disposal:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

**Cluster 7:**

**1. Work Element C7-001: Work Plans:** *Addressed in Task Order W912DQ-04-D-0023-0005*

**2. Work Element C7-002: - General Conditions:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED FIFTEEN THOUSAND EIGHT HUNDRED EIGHTY ONE DOLLARS AND NO CENTS (\$115,881.00), less any partial payments made previously.

**3. Work Element C7-003: - Above Grade Structure Demolition and Off-Site Disposal:** Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount SIXTY ONE THOUSAND FIVE HUNDRED NINETY ONE DOLLARS AND NO CENTS (\$61,591.00), less any partial payments made previously.

4. Work Element C7-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$4,211.00) less any partial payments made previously.

5. Work Element C7-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$4,241.00), less any partial payments made previously.

6. Work Element C7-006: - c > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTY NINE THOUSAND ONE HUNDRED THREE DOLLARS AND TWENTY CENTS (\$139,103.20), less any partial payments made previously.

7. Work Element C7-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND NO CENTS (\$4,876.00), less any partial payments made previously.

8. Work Element C7-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FORTY THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND SEVENTY FOUR CENTS (\$40,978.74), less any partial payments made previously.

9. Work Element C7-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.

10. Work Element C7-0010: - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

11. Work Element C7-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND SIX HUNDRED EIGHTY FOUR DOLLARS AND NO CENTS (\$2,684.00), less any partial payments made previously.

12. Work Element C7-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

Cluster 11:

1. Work Element C11-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C11-002: - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTY SIX THOUSAND NINE HUNDRED FORTY THREE DOLLARS AND NO CENTS (\$136,943.00), less any partial payments made previously.

3. Work Element C11-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SIX THOUSAND TWO HUNDRED THIRTY TWO DOLLARS AND NO CENTS (\$106,232.00), less any partial payments made previously.
4. Work Element C11-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$4,211.00) less any partial payments made previously.
5. Work Element C11-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$4,241.00), less any partial payments made previously.
6. Work Element C11-006: - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWENTY FOUR THOUSAND EIGHT HUNDRED THIRTY TWO DOLLARS AND EIGHTY CENTS (\$24,832.80), less any partial payments made previously.
7. Work Element C11-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND NO CENTS (\$4,876.00), less any partial payments made previously.
8. Work Element C11-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND EIGHT HUNDRED FORTY ONE DOLLARS AND TWENTY SIX CENTS (\$9,841.26), less any partial payments made previously.
9. Work Element C11-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.
10. Work Element C11-0010: - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.
11. Work Element C11-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$867.00), less any partial payments made previously.
12. Work Element C11-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

Supplementary Schedule – Clusters 4, 7 and 11:

1. Work Element S-001: - Removal and Relocation or Disposal of Furnishings and Trash/Debris: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the

Contractor shall be paid the amount EIGHTEEN THOUSAND DOLLARS AND NO CENTS (\$18,000.00), less any partial payments made previously.

2. Work Element S-002: – Removal and Relocation or Disposal of Underground Storage Tanks and Contents (5,000 gallons or less): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND TEN DOLLARS AND NO CENTS (\$8,010.00), less any partial payments made previously.

3. Work Element S-003: – Removal and Disposal of Hazardous Wood Flooring Blocks: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ELEVEN THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$11,760.00), less any partial payments made previously.

4. Work Element S-004: – Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THIRTY NINE THOUSAND SIX HUNDRED FORTY FOUR DOLLARS AND NO CENTS (\$39,644.00), less any partial payments made previously.

5. Work Element S-005: – Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount SEVENTY EIGHT THOUSAND TWO HUNDRED EIGHTEEN DOLLARS AND NO CENTS (\$78,218.00), less any partial payments made previously.

6. Work Element S-006: – Excavation, Handling/Stockpiling, Sampling, and Off-Site Treatment and Disposal of TSCA Waste > 500ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THIRTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS AND NO CENTS (\$37,290.00), less any partial payments made previously.

7. Work Element S-007: – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND TWO DOLLARS AND FIFTY CENTS (\$9,002.50), less any partial payments made previously.

8. Work Element S-008: – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste – Both TSCA and RCRA (TSCA >500ppm, <500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FORTY FOUR THOUSAND THREE HUNDRED EIGHTY SIX DOLLARS AND NO CENTS (\$44,386.00), less any partial payments made previously.

9. Work Element S-009: – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste – Both TSCA and RCRA (TSCA >500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWENTY TWO THOUSAND THREE HUNDRED SEVENTY FOUR DOLLARS AND NO CENTS (\$22,374.00), less any partial payments made previously.

10. Work Element S-0010: – General Utility Management: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), less any partial payments made previously.

11. Work Element S-0011: – Geophysical Survey Scan Around Buildings (All Clusters): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount SEVEN THOUSAND TWO HUNDRED SEVENTY THREE DOLLARS AND NO CENTS (\$7,273.00), less any partial payments made previously.

12. Work Element S-0012: – Asbestos Abatement: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTY THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS AND NO CENTS (\$130,167.00), less any partial payments made previously.

13. Work Element S-0013: – Additional Asbestos Abatement: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THIRTY THOUSAND DOLLARS AND NO CENTS (\$30,000.00), less any partial payments made previously.

14. Work Element S-0014: – Dense Graded Aggregate: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED FIVE THOUSAND FOUR HUNDRED EIGHTY DOLLARS AND NO CENTS (\$105,480.00), less any partial payments made previously.

15. Work Element S-0015: – Bituminous Surface Coarse: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHTY TWO THOUSAND SIX HUNDRED TWENTY DOLLARS AND NO CENTS (\$82,620.00), less any partial payments made previously.

16. Work Element S-0016: – Temporary Facilities: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED TWENTY FIVE THOUSAND NINE HUNDRED SEVENTY DOLLARS AND EIGHTY EIGHT CENTS (\$125,970.88), less any partial payments made previously.

17. Work Element S-0017: – Air Monitoring: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THOUSAND ONE HUNDRED TWENTY NINE DOLLARS AND THIRTY TWO CENTS (\$100,129.32), less any partial payments made previously.

**OPTIONAL PERIOD 1 (Clusters 3, 6, 8, and 9): (TOTAL OPTION PERIOD 1 AMOUNT \$5,058,918.27)**  
(Optional Period 1 will be exercised no later than 30 June 2007)

Cluster 3:

1. Work Element C3-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C3-002: – General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED EIGHTY FIVE THOUSAND FIVE HUNDRED THIRTY FIVE DOLLARS AND NO CENTS (\$185,535.00), less any partial payments made previously.

3. Work Element C3-003: – Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTEEN THOUSAND FOUR HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$113,441.00), less any partial payments made previously.

4. Work Element C3-004: – Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOURTEEN THOUSAND ONE HUNDRED FORTY EIGHT DOLLARS AND EIGHTY CENTS (\$14,148.80) less any partial payments made previously.

5. Work Element C3-005: – Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND FIVE HUNDRED SEVENTY NINE DOLLARS AND NO CENTS (\$4,579.00), less any partial payments made previously.

6. Work Element C3-006- Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FOUR HUNDRED THIRTY ONE THOUSAND FOUR HUNDRED SIXTY DOLLARS AND FORTY CENTS (\$431,460.40)**, less any partial payments made previously.

7. Work Element C3-007:- Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIFTEEN THOUSAND FOUR HUNDRED NINETY ONE DOLLARS AND TWENTY CENTS (\$15,491.20)**, less any partial payments made previously.

8. Work Element C3-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **THIRTY FOUR THOUSAND NINETEEN DOLLARS AND FIFTY FIVE CENTS (\$34,019.55)**, less any partial payments made previously.

9. Work Element C3-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIFTEEN THOUSAND THREE HUNDRED NINETY ONE DOLLARS AND TWENTY CENTS (\$15,391.20)**, less any partial payments made previously.

10. Work Element C3-0010 – Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00)**, less any partial payments made previously.

11. Work Element C3-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIVE THOUSAND TWO HUNDRED NINETY TWO DOLLARS AND NO CENTS (\$5,292.00)**, less any partial payments made previously.

12. Work Element C3-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00)**, less any partial payments made previously.

Cluster 6:

1. Work Element C6-001: Work Plans: *Addressed in Task Order W912DQ-04-D-0023-0005*

2. Work Element C6-002: – General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **ONE HUNDRED TEN THOUSAND FOUR HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$110,457.00)**, less any partial payments made previously.

3. Work Element C6-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIFTY ONE THOUSAND FOUR HUNDRED TWENTY TWO DOLLARS AND NO CENTS (\$51,422.00)**, less any partial payments made previously.

4. Work Element C6-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FOUR THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$4,211.00)** less any partial payments made previously.

5. Work Element C6-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$4,352.00), less any partial payments made previously.

6. Work Element C6-006- c > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY FIVE THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$55,720.00), less any partial payments made previously.

7. Work Element C6-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND EIGHT HUNDRED SEVENTY SIX DOLLARS AND NO CENTS (\$4,876.00), less any partial payments made previously.

8. Work Element C6-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWENTY FOUR THOUSAND FIFTY THREE DOLLARS AND SEVENTY SIX CENTS (\$24,053.76), less any partial payments made previously.

9. Work Element C6-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.

10. Work Element C6-0010 - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

11. Work Element C6-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE THOUSAND ONE HUNDRED EIGHT DOLLARS AND NO CENTS (\$1,108.00), less any partial payments made previously.

12. Work Element C6-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

**Cluster 8:**

1. Work Element C8-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C8-002: - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED FORTY NINE THOUSAND SEVEN HUNDRED FIFTY ONE DOLLARS AND NO CENTS (\$249,751.00), less any partial payments made previously.

3. Work Element C8-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THREE HUNDRED FORTY NINE THOUSAND THREE HUNDRED NINETY THREE DOLLARS AND NO CENTS (\$349,393.00), less any partial payments made previously.

4. Work Element C8-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED THIRTY NINE THOUSAND SIX HUNDRED TWENTY FOUR DOLLARS AND NO CENTS (\$239,624.00) less any partial payments made previously.

5. Work Element C8-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO CENTS (\$4,780.00), less any partial payments made previously.

6. Work Element C8-006: - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED EIGHTY THOUSAND EIGHT HUNDRED ONE DOLLARS AND THIRTY CENTS (\$180,801.30), less any partial payments made previously.

7. Work Element C8-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount SEVENTEEN THOUSAND SIXTY ONE DOLLARS AND THIRTY CENTS (\$17,061.30), less any partial payments made previously.

8. Work Element C8-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THIRTY FOUR THOUSAND SEVEN HUNDRED EIGHTY FIVE DOLLARS AND NINETY SIX CENTS (\$34,785.96), less any partial payments made previously.

9. Work Element C8-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHTEEN THOUSAND NINETY SIX DOLLARS AND FORTY CENTS (\$18,096.40), less any partial payments made previously.

10. Work Element C8-0010: - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

11. Work Element C8-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND ONE HUNDRED EIGHTY DOLLARS AND NO CENTS (\$2,180.00), less any partial payments made previously.

12. Work Element C8-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND FIVE HUNDRED TWENTY SEVEN DOLLARS AND NO CENTS (\$9,527.00), less any partial payments made previously.

**Cluster 9:**

1. Work Element C9-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C9-002: - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED TEN THOUSAND ONE HUNDRED NINE DOLLARS AND NO CENTS (\$110,109.00), less any partial payments made previously.

3. Work Element C9-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THIRTY THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS AND NO CENTS (\$30,328.00), less any partial payments made previously.

4. Work Element C9-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND ONE HUNDRED FIFTY SIX DOLLARS AND NO CENTS (\$4,156.00) less any partial payments made previously.

5. Work Element C9-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$4,241.00), less any partial payments made previously.

6. Work Element C9-006: - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWENTY TWO THOUSAND NINE HUNDRED NINETY TWO DOLLARS AND TWENTY CENTS (\$22,992.20), less any partial payments made previously.

7. Work Element C9-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND EIGHT HUNDRED EIGHTY ONE DOLLARS AND NO CENTS (\$4,881.00), less any partial payments made previously.

8. Work Element C9-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND FOUR HUNDRED SIXTY SIX DOLLARS AND NO CENTS (\$8,466.00), less any partial payments made previously.

9. Work Element C9-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.

10. Work Element C9-0010 - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND SEVEN HUNDRED TWENTY DOLLARS AND NO CENTS (\$8,720.00), less any partial payments made previously.

11. Work Element C9-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR HUNDRED NINE DOLLARS AND NO CENTS (\$409.00), less any partial payments made previously.

12. Work Element C9-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

Supplementary Schedule - Clusters 3, 6, 8, and 9:

1. Work Element S-001: - Removal and Relocation or Disposal of Furnishings and Trash/Debris: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FORTY ONE THOUSAND DOLLARS AND NO CENTS

(\$41,000.00), less any partial payments made previously.

**2. Work Element S-002:** – Removal and Relocation or Disposal of Underground Storage Tanks and Contents (5,000 gallons or less): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND TEN DOLLARS AND NO CENTS (\$8,010.00), less any partial payments made previously.

**3. Work Element S-003:** – Removal and Disposal of Hazardous Wood Flooring Blocks: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE THOUSAND ONE HUNDRED SEVENTY SIX DOLLARS AND NO CENTS (\$1,176.00), less any partial payments made previously.

**4. Work Element S-004:** – Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINETY THOUSAND ONE HUNDRED NINETY DOLLARS AND TEN CENTS (\$90,190.10), less any partial payments made previously.

**5. Work Element S-005:** – Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 200 of Mixed Waste – both TSCA and RCRA (TSCA > 50ppm), the Contractor shall be paid the amount ONE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY FIVE DOLLARS AND NINETY FIVE CENTS (\$177,945.95), less any partial payments made previously.

**6. Work Element S-006:** – Excavation, Handling/Stockpiling, Sampling, and Off-Site Treatment and Disposal of TSCA Waste > 500ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SIX THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$106,276.50), less any partial payments made previously.

**7. Work Element S-007:** – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY FIVE THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND FIFTY CENTS (\$55,815.50), less any partial payments made previously.

**8. Work Element S-008:** – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste – Both TSCA and RCRA (TSCA > 50ppm, < 500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY TWO THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND FIFTY FIVE CENTS (\$52,153.55), less any partial payments made previously.

**9. Work Element S-009:** – Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste – Both TSCA and RCRA (TSCA > 500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS AND FIFTY CENTS (\$113,734.50), less any partial payments made previously.

**10. Work Element S-0010:** – General Utility Management: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), less any partial payments made previously.

**11. Work Element S-0011:** – Geophysical Survey Scan Around Buildings (All Clusters): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NO DOLLARS AND NO CENTS (\$0.00).

12. Work Element S-0012: - Asbestos Abatement: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT HUNDRED SIXTY TWO THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$862,178.00), less any partial payments made previously.

13. Work Element S-0013: - Additional Asbestos Abatement: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY FIVE THOUSAND DOLLARS AND NO CENTS (\$55,000.00), less any partial payments made previously.

14. Work Element S-0014: - Dense Graded Aggregate: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THREE HUNDRED SIXTY THREE THOUSAND TWENTY SEVEN DOLLARS AND NO CENTS (\$363,027.00), less any partial payments made previously.

15. Work Element S-0015: - Bituminous Surface Course: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND SEVENTY FIVE CENTS (\$226,860.75), less any partial payments made previously.

16. Work Element S-0016: - Temporary Facilities: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED TWENTY THOUSAND FOUR HUNDRED FORTY NINE DOLLARS AND FOUR CENTS (\$220,449.04), less any partial payments made previously.

17. Work Element S-0017: - Air Monitoring: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY SIX DOLLARS AND THIRTY ONE CENTS (\$175,226.31), less any partial payments made previously.

OPTIONAL PERIOD 2 (Clusters 1, 2, 5, and 10): (TOTAL OPTION PERIOD 2 AMOUNT \$6,057,990.45)  
(Optional Period 2 will be exercised no later than 31 January 2008)

Cluster 1:

1. Work Element C1-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C1-002: - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED FIVE THOUSAND FIVE HUNDRED NINETY FIVE DOLLARS AND NO CENTS (\$205,595.00), less any partial payments made previously.

3. Work Element C1-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED SIXTY THOUSAND SEVEN HUNDRED THREE DOLLARS AND NO CENTS (\$260,703.00), less any partial payments made previously.

4. Work Element C1-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND SIX HUNDRED TWENTY ONE DOLLARS AND NO CENTS (\$9,621.00) less any partial payments made previously.

5. Work Element C1-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND FOUR HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$4,416.00), less any partial payments made previously.

**6. Work Element C1-006:** Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR HUNDRED NINETY FOUR THOUSAND NINE HUNDRED SEVENTY EIGHT DOLLARS AND FORTY CENTS (\$494,978.40), less any partial payments made previously.

**7. Work Element C1-007:** Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWELVE THOUSAND NINETY DOLLARS AND NO CENTS (\$12,090.00), less any partial payments made previously.

**8. Work Element C1-008:** Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY SEVEN THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS AND TWENTY THREE CENTS (\$57,635.23), less any partial payments made previously.

**9. Work Element C1-009:** Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND FIVE HUNDRED FORTY THREE DOLLARS AND TEN CENTS (\$9,543.10), less any partial payments made previously.

**10. Work Element C1-0010:** Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

**11. Work Element C1-0011:** Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount SIX THOUSAND FIVE HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$6,578.00), less any partial payments made previously.

**12. Work Element C1-0012:** Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND ONE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$5,119.00), less any partial payments made previously.

**Cluster 2:**

**1. Work Element C2-001:** Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

**2. Work Element C2-002:** General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED NINETY SEVEN THOUSAND FIVE HUNDRED FORTY DOLLARS AND NO CENTS (\$197,540.00), less any partial payments made previously.

**3. Work Element C2-003:** Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THREE HUNDRED EIGHTY EIGHT THOUSAND SEVEN DOLLARS AND NO CENTS (\$388,007.00), less any partial payments made previously.

**4. Work Element C2-004:** Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TEN THOUSAND FIVE HUNDRED NINETY THREE DOLLARS AND NO CENTS (\$10,593.00) less any partial payments made previously.

5. Work Element C2-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED FIFTY TWO DOLLARS AND NO CENTS (\$4,352.00), less any partial payments made previously.

6. Work Element C2-006: - c > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THREE HUNDRED NINETY SEVEN THOUSAND SEVEN HUNDRED FORTY ONE DOLLARS AND NO CENTS (\$397,741.00), less any partial payments made previously.

7. Work Element C2-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWELVE THOUSAND FOUR HUNDRED THIRTY DOLLARS AND TWENTY CENTS (\$12,430.20), less any partial payments made previously.

8. Work Element C2-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY NINE THOUSAND SIX HUNDRED TWENTY SIX DOLLARS AND FIFTY SIX CENTS (\$59,626.56), less any partial payments made previously.

9. Work Element C2-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ELEVEN THOUSAND EIGHT HUNDRED TWENTY SEVEN DOLLARS AND EIGHTY CENTS (\$11,827.80), less any partial payments made previously.

10. Work Element C2-0010: - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

11. Work Element C2-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND TWO HUNDRED NINETY DOLLARS AND NO CENTS (\$8,290.00), less any partial payments made previously.

12. Work Element C2-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

Cluster 5:

1. Work Element C5-001: Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

2. Work Element C5-002: - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED EIGHTY FIVE THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS AND NO CENTS (\$185,281.00), less any partial payments made previously.

3. Work Element C5-003: - Above Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED FORTY ONE THOUSAND THREE HUNDRED NINETY SIX DOLLARS AND NO CENTS (\$241,396.00), less any partial payments made previously.

4. Work Element C5-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion

and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED ELEVEN DOLLARS AND NO CENTS (\$4,211.00) less any partial payments made previously.

**5. Work Element C5-005:** - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND FOUR HUNDRED NINETY ONE DOLLARS AND NO CENTS (\$4,491.00), less any partial payments made previously.

**6. Work Element C5-006:** - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount THREE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED SEVENTY THREE DOLLARS AND TWENTY CENTS (\$318,373.20), less any partial payments made previously.

**7. Work Element C5-007:** - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINE HUNDRED FIFTY DOLLARS AND NO CENTS (\$5,950.00), less any partial payments made previously.

**8. Work Element C5-008:** - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY FOUR THOUSAND TWO HUNDRED SIXTY DOLLARS AND SEVENTY SIX CENTS (\$54,260.76), less any partial payments made previously.

**9. Work Element C5-009:** - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED NINETEEN DOLLARS AND NO CENTS (\$2,819.00), less any partial payments made previously.

**10. Work Element C5-0010:** - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

**11. Work Element C5-0011:** - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND SIX HUNDRED FIFTY EIGHT DOLLARS AND NO CENTS (\$5,658.00), less any partial payments made previously.

**12. Work Element C5-0012:** - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND NINETY NINE DOLLARS AND NO CENTS (\$5,099.00), less any partial payments made previously.

**Cluster 10:**

**1. Work Element C10-001:** Work Plans: Addressed in Task Order W912DQ-04-D-0023-0005

**2. Work Element C10-002:** - General Conditions: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTEEN THOUSAND FIVE HUNDRED ONE DOLLARS AND NO CENTS (\$113,501.00), less any partial payments made previously.

**3. Work Element C10-003:** - Above Grade Structure Demolition and Off-Site Disposal: Upon

completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO HUNDRED FIFTY SEVEN THOUSAND SEVEN HUNDRED FOURTEEN DOLLARS AND NO CENTS (\$257,714.00), less any partial payments made previously.

4. Work Element C10-004: - Below-Grade Structure Demolition and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND TWO HUNDRED FIFTY SEVEN DOLLARS AND NO CENTS (\$4,257.00), less any partial payments made previously.

5. Work Element C10-005: - Removal and Disposal of PCB and/or Mercury Contaminated Ballasts, Switches, and Bulbs per Drawings: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NO DOLLARS AND NO CENTS (\$0.00), less any partial payments made previously.

6. Work Element C10-006: - Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount EIGHT THOUSAND TWO HUNDRED NINETY FIVE DOLLARS AND NO CENTS (\$8,295.00), less any partial payments made previously.

7. Work Element C10-007: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of TSCA Waste > 50ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND FIFTY THREE DOLLARS AND NO CENTS (\$5,053.00), less any partial payments made previously.

8. Work Element C10-008: - Excavation, Handling/Stockpiling, Sampling and On-Site Reuse of Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINE THOUSAND TWO HUNDRED SIXTEEN DOLLARS AND NO CENTS (\$9,216.00), less any partial payments made previously.

9. Work Element C10-009: - Excavation, Handling/Stockpiling, Sampling and Off-Site Disposal of Non-Hazardous Excavated Soil: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount TWO THOUSAND EIGHT HUNDRED THIRTY SIX DOLLARS AND NO CENTS (\$2,836.00), less any partial payments made previously.

10. Work Element C10-0010: - Controlled Low Strength Material: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND THREE HUNDRED SIXTY DOLLARS AND NO CENTS (\$4,360.00), less any partial payments made previously.

11. Work Element C10-0011: - Geotextile: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED NINETY SEVEN DOLLARS AND NO CENTS (\$197.00), less any partial payments made previously.

12. Work Element C10-0012: - Water Handling, Temporary Storage, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIVE THOUSAND ONE HUNDRED NINETEEN DOLLARS AND NO CENTS (\$5,119.00), less any partial payments made previously.

Supplementary Schedule – Clusters 1, 2, 5, and 10:

1. Work Element S-001: - Removal and Relocation or Disposal of Furnishings and Trash/Debris: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FORTY ONE THOUSAND DOLLARS AND NO CENTS (\$41,000.00), less any partial payments made previously.

2. Work Element S-002: -- Removal and Relocation or Disposal of Underground Storage Tanks and Contents (5,000 gallons or less): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FOUR THOUSAND FIVE DOLLARS AND NO CENTS (\$4,005.00), less any partial payments made previously.
3. Work Element S-003: -- Removal and Disposal of Hazardous Wood Flooring Blocks: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE THOUSAND SEVEN HUNDRED SIXTY DOLLARS AND NO CENTS (\$1,760.00), less any partial payments made previously.
4. Work Element S-004: -- Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NINETY THOUSAND ONE HUNDRED NINETY DOLLARS AND TEN CENTS (\$90,190.10), less any partial payments made previously.
5. Work Element S-005: -- Demolition, Handling/Stockpiling, Sampling, and Off-Site Disposal: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SEVENTY SEVEN THOUSAND NINE HUNDRED FORTY FIVE DOLLARS AND NINE HUNDRED CENTS (\$177,943.95), less any partial payments made previously.
6. Work Element S-006: -- Excavation, Handling/Stockpiling, Sampling, and Off-Site Treatment and Disposal of TSCA Waste > 500ppm: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED SIXTY THOUSAND TWO HUNDRED SEVENTY SIX DOLLARS AND FIFTY CENTS (\$160,276.50), less any partial payments made previously.
7. Work Element S-007: -- Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of RCRA Waste (Failing TCLP): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY FIVE THOUSAND EIGHT HUNDRED FIFTEEN DOLLARS AND FIFTY CENTS (\$55,815.50), less any partial payments made previously.
8. Work Element S-008: -- Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste -- Both TSCA and RCRA (TSCA >50ppm, <500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount FIFTY TWO THOUSAND ONE HUNDRED FIFTY THREE DOLLARS AND FIFTY FIVE CENTS (\$52,153.55), less any partial payments made previously.
9. Work Element S-009: -- Excavation, Handling/Stockpiling, Sampling, and Off-Site Disposal of Mixed Waste -- Both TSCA and RCRA (TSCA >500ppm): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED THIRTY FOUR DOLLARS AND FIFTY CENTS (\$113,734.50), less any partial payments made previously.
10. Work Element S-0010: -- General Utility Management: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000.00), less any partial payments made previously.
11. Work Element S-0011: -- Geophysical Survey Scan Around Buildings (All Clusters): Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount NO DOLLARS AND NO CENTS (\$0.00), less any partial payments made previously.
12. Work Element S-0012: -- Asbestos Abatement: Upon completion and acceptance of the work as

detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **EIGHT HUNDRED SIXTY TWO THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS AND NO CENTS (\$862,178.00)**, less any partial payments made previously.

**13. Work Element S-0013:** -- Additional Asbestos Abatement: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **FIFTY FIVE THOUSAND DOLLARS AND NO CENTS (\$55,000.00)**, less any partial payments made previously.

**14. Work Element S-0014:** -- Dense Graded Aggregate: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **THREE HUNDRED SIXTY THREE THOUSAND TWENTY SEVEN DOLLARS AND NO CENTS (\$363,027.00)**, less any partial payments made previously.

**15. Work Element S-0015:** -- Bituminous Surface Coarse: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **TWO HUNDRED TWENTY SIX THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND SEVENTY FIVE CENTS (\$226,860.75)**, less any partial payments made previously.

**16. Work Element S-0016:** -- Temporary Facilities: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **TWO HUNDRED TWENTY THOUSAND FOUR HUNDRED FORTY NINE DOLLARS AND FOUR CENTS (\$220,449.04)**, less any partial payments made previously.

**17. Work Element S-0017:** -- Air Monitoring: Upon completion and acceptance of the work as detailed in the Statement of Work dated 17 October 2006, the Contractor shall be paid the amount **ONE HUNDRED SEVENTY FIVE THOUSAND TWO HUNDRED TWENTY SIX DOLLARS AND THIRTY ONE CENTS (\$175,226.31)**, less any partial payments made previously.

i. The total obligated amount of this Task Order for the base period is in the amount of \$2,025,983.44.

h. The total obligated contract amount is increased by \$2,025,983.44 from \$104,253,748.08 to **\$106,279,731.52**.

## Section C - Descriptions and Specifications

SCOPE OF WORK

Scope of Work  
Dated October 2006

The Work to be performed includes hazardous materials removal and disposal, above grade fuel oil storage tank removal and disposal, asbestos abatement and demolition of buildings and structures on the property. The work consists of furnishing all labor, materials, tools, equipment and supervision to demolish the Cornell-Dubilier site buildings. The items of work include, but are not limited to:

- a. Verifying the location of and disconnecting and abandoning all utilities to the individual buildings and structures.
- b. Acquiring and paying the costs of all necessary permits and licenses. All permits shall be obtained in the Contractor's name. USEPA will be designated as the generator for hazardous waste manifesting. Contractor shall obtain and pay for all variances, Storage Tank registration, testing, removal and closure fees, in-cluding but not limited to the following:

- (1) Borough of South Plainfield, New Jersey Demolition Permit including Asbestos Removal Requirements
  - (2) NJDEP Storage Tank registration, testing, removal and closure forms and reports.
  - (3) USEPA Asbestos removal notification.
  - (4) Provisional General Hazardous Waste Generator ID No. for the site if necessary.
  - (5) Notification to Borough of South Plainfield Police and Fire Departments for emergency purposes and for traffic routing.
  - (6) Borough of South Plainfield Sewer Department, American Water Company and applicable utility companies.
- c. Implementing site monitoring and controls including temporary chain link fencing and security, as discussed in detail in the following Sections:

- (1) 02310 EXCAVATION
- (2) 02220 DEMOLITION
- (3) 01356A STORM WATER POLLUTION PREVENTION MEASURES
- (4) 01500A TEMPORARY CONSTRUCTION FACILITIES
- (5) 02821A FENCING
- (6) 01351 SAFETY, HEALTH, AND EMERGENCY RESPONSE (HTRW/UST)

- d. Removal, separation and off-site disposal of trash, tires, and other wastes located within buildings to be demolished and throughout the site as specified in Sections 02220 DEMOLITION and 02350 TRANSPORTATION AND DISPOSAL.

- e. Asbestos removal and disposal as specified in Sections 02350 TRANSPORTATION AND DISPOSAL and 13280A ASBESTOS HAZARD CONTROL ACTIVITIES.

- f. Demolition of buildings and structures as specified in Section 02220 DEMOLITION

- g. Backfilling demolished structures as specified in Sections 02220 DEMOLITION and 02310 EXCAVATION.

b. Sampling, testing, removal and disposal of hazardous materials and special wastes including PCB-containing materials and equipment, metals, transformers, and capacitors to an approved disposal recycling or disposal facility as specified in Sections 02220 DEMOLITION, 13285 REMOVAL AND DISPOSAL OF PCB CONTAMINATED SOILS, and 13284 REMOVAL AND DISPOSAL OF POLYCHLORINATED BIPHENYLS (PCBS).

i. Foundation restoration as shown on the Contract Drawings.

## 1.2 RELOCATION

Relocation of on-site tenants will be necessary prior to demolition and will be arranged by the Government prior to Contractor mobilization. The Contracting Officer will coordinate all tenant relocations with the Contractor. Although relocation is not included in the Contract, the Contractor's work shall not impede relocation efforts.

## 1.3 LIMITS OF WORK

The limits of work include the designated clusters as indicated on the Contract Drawings. Contractor shall not work beyond the limits for each cluster indicated on the drawings without prior approval from the Contracting Officer. The Contractor shall satisfy the requirements of all access agreements for the work obtained by the Government.

## 1.4 SUBMITTALS

Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only or as otherwise designated. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES: SD-01 Preconstruction Submittals Pest and Rodent Control Plan;

## 1.5 PERMITS

The Contractor is responsible for complying with all local, state, and federal permit requirements necessary to perform the work defined in this contract.

## 1.6 EXISTING WORK

In addition to "FAR 52.236-9, Protection of Existing Vegetation, Structures, Equipment, Utilities, and Improvements":

a. Remove or alter existing work in such a manner as to prevent injury or damage to any portions of the existing work which remain. SECTION 01110 Page 4 Cornell-Dubilier Electronics Superfund Site - OU2

## 1.7 LOCATION OF UNDERGROUND FACILITIES

The Contractor shall contact all local utilities and identify all underground utilities prior to start of excavation and submit underground utility mapping to the Contracting Officer 15 calendar days in advance of any site work. Scan the construction site with electromagnetic or sonic equipment, and mark the surface of the ground or paved surface where existing underground utilities are discovered. Verify the elevations of existing piping, utilities, and any type of underground or encased obstruction not indicated or to be specified or removed but indicated or discovered during scanning.

### 1.7.1 Notification Prior to Excavation

Notify the Contracting Officer at least 15 days prior to starting excavation work.

## 1.8 ENVIRONMENTAL PROTECTION

Protect human and natural environments during demolition, excavation, and restoration. Environmental protection requires consideration of air, water, and land resources and involves noise, solid waste management, and management of other pollutants. Prevent, abate, and control all environmental pollution arising from the construction activities in performance of this contract. Comply with all federal, state, and local laws and regulations. Perform all work in such a manner as to minimize the pollution of air, water, or land, and, within reasonable limits, control noise and disposal of solid waste materials, as well as other pollutants. Do not remove, cut, deface, injure, or destroy trees or shrubs, except in areas to be cleared, without the Contracting Officer's permission.

#### 1.9 PEST AND RODENT CONTROL

The Contractor shall provide rodent and pest control as required to prevent infestation of construction or storage areas.

- a. Employ methods and use materials that will not adversely affect conditions at the Site or on adjoining properties.
- b. Obtain the services of and pay all costs for a professional exterminator / rodent control expert to visit the site and prepare a Pest and Rodent Control Plan within 30 days of the Notice to Proceed for review with the Contracting Officer.
- c. The requirements of the approved pest control plan shall be in place a minimum of four weeks prior to site mobilization activities, including placement of all traps and bait stations.
- d. Professional exterminator / rodent control expert shall visit site throughout building demolition a minimum of twice per week.
- e. Contractor's Superintendent shall provide written documentation of exterminator visits and work performed to the Contracting Officer on a weekly basis.
- f. Notify the Contracting Officer at least 24 hours in advance of site visits.
- g. Remove all bait, traps, etc at conclusion of demolition. SECTION 01110 Page 5 Cornell-Dubilier Electronics Superfund Site - OU2

#### 1.10 HISTORICAL AND ARCHAEOLOGICAL RESOURCES

The Contractor is notified that certain buildings on the Site have historical significance. Accordingly, the Government has undertaken an architectural recordation process in accordance with preservation guidelines. The Contractor shall not proceed with any activities within any cluster without first obtaining written direction from the Contracting Officer; that written direction will only be provided once the architectural recordation process is completed, if necessary. If during construction the Contractor discovers any archaeological or historical items, cease demolition and excavation in that area and notify the Contracting Officer immediately.

DBA NJ070003 NJ3 (CORNELL)

General Decision Number: NJ070003 02/09/2007 NJ3

Superseded General Decision Number: NJ20030003

State: New Jersey

Construction Types: Building, Heavy and Highway

Counties: Bergen, Essex, Hudson, Hunterdon, Middlesex, Morris, Passaic, Somerset, Sussex, Union and Warren Counties in New Jersey.

13 March 2007

**LETTER OF TRANSMITTAL**

**IAG NUMBER:** Remedial Design Cornell Dubilier OU-2 RA DW96-94209801-0 = **\$384,512.35**  
68-20X8145.0000

**PAYMENT NUMBER ONE**  
**Contract No. W912DQ-04-D-0023-0007**

**REFERENCE:** Remedial Action at Cornell-Dubilier Electronics Superfund Site  
Operable Unit Number 2 (Building Demolition)  
South Plainfield, Middlesex County, New Jersey

**CONTRACT:** W912DQ-04-D-0023, Task Order No. 0007  
Sevenson Environmental Services, Inc.

**AMOUNT:** \$384,512.35

**FROM:** US Army Corps of Engineers  
Environmental Residency  
Attn: Patrick Nejand  
214 State Hwy 18 North  
East Brunswick, NJ 08816

**TO:** US Environmental Protection Agency  
Cincinnati Financial Management Center  
MS 002  
26 W Martin Luther King Drive  
Cincinnati, Ohio 45268-7002  
Attn: Mr. Jeffrey J. Marsala (513) 487-2056  
Fax No. (513) 487-2063

Signature: Patrick Nejand  
Patrick C. Nejand (Phone No. 732-846-5830)  
Project Engineer  
Contracting Officer Representative, USACE

Date: 13 March 07

Please return a signed copy to the address above. Thank You.

Received by:

Signature: Jeffery J. Marsala  
Jefferey J. Marsala, USEPA

Date: 3/15/07

## Intergovernmental Document On-line Tracking System (IDOTS)

Project Officer Approval Information from IDOTS for:

Interagency Agreement (IAG) No. DW96942098

Invoice No. EST#1

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<u>Site/Project</u>	<u>Site Name</u>	<u>Amount</u>
02GZRA02	CORNELL-DUBILIER ELECTRONICS, INC.	\$384,512.35

**Project Officer Approval By:** PITRUZZELLO, VINCENT**Total Invoice Amount:** \$384,512.35

## SCORPIOS Proof of Payment

VENDOR CODE: 276110

TRANS CODE: PV

VOUCHER NO: A7000400052

NAME: SEVENSON ENVIRONMNTL SVCS INC

TRAVEL ADVANCE NUM:

ADDRESS: 2749 LOCKPORT RD

NO CHECK DISB FLAG: N

:

PROMPT PAY TYPE: Y

: NIAGARA FALLS , NY 14302

APPROVED BY: PITRUZZELLO, VINCENT

DESCRIPTION:

OCR PRINT FLAG: N

VOUCHER TYPE: M

CHECK TYPE:

D. O. : KC00

AGREEMENT #:

DISB RUN NUMBER: 0

SCHD FISC YR: 2007

SCHD CAT:

SCHD TYPE: M

SCHD NO: ACHC07096

VOUCHER DATE: 03/13/2007

VOUCHER AMT: 384,512.35

SCHD DATE: 04/10/2007

HOLDBACK AMT: 0.00

CLOSED DATE: 04/10/2007

CLOSED AMT: 384,512.35

SUBMITTING SFO: 27

OUTSTANDING AMT:

AGENCY HEAD APRVL:

IN TRANSIT AMT: 0.00

COMMENTS TO PRINT: DW96942098 EST#1 W912DQ04D0023,TO7

INTER AGCY SYMBOL:

DIRECT DISB NUMBER:

FY: 2007

SCHEDULE CAT:

SCHEDULE TYPE: M

SCHEDULE NUMBER: ACHC07096

INDICATORS -

TREAS ACT: C

POST TREAS ACT: Y

POST DETAILS: Y

EXP: F

BACKOUT: N

## -----PAYMENT VOUCHER-----

VENDOR CODE	TC	NUMBER	ADV NUM	LN	SITE ID	PAYMENT AMOUNT	CHECK NUMBER	P O S T Y	C H K
276110	PV	A7000400052		001	02GZ	384,512.35	00000131	Y	